

06-25-1999



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6-23-99

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year
 / /

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
 / /

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

06/24/1999 DNGUYEN 00000118 75588988

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 225.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001918 FRAME: 0934

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/588,988"/>	<input type="text" value="75/664,088"/>	<input type="text" value="75/664,082"/>
<input type="text" value="75/664,083"/>	<input type="text" value="75/418857"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,196,508"/>	<input type="text" value="1,960,979"/>	<input type="text" value="1,994,219"/>
<input type="text" value="2,201,028"/>	<input type="text" value="1,296,265"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

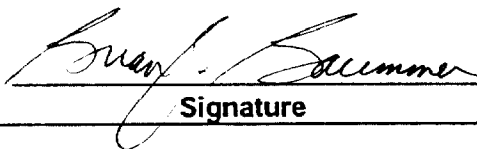
Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Brian C. Baummer, Paralegal
Pepe & Hazard LLP



June 21, 1999

Name of Person Signing

Signature

Date Signed

SECURITY INTEREST AGREEMENT

THIS AGREEMENT is made as of June 4th, 1999, between LIS CORPORATION (formerly Latex Foam Products, Inc.), a Connecticut corporation having its principal place of business at 20 West Main Street, Ansonia, CT 06401-0525 (the "Company"), and FLEET NATIONAL BANK, having a mailing address at 777 Main Street, Hartford, CT 06115 (the "Lender").

RECITALS

The Company has executed a certain Agreement of Guaranty of even date herewith (hereinafter referred to as the "Guaranty Agreement"), in favor of Lender pursuant to which the Company has guaranteed certain obligations of Premier Bedding Group, LLC, Latex Foam Products, LLC and Latex International West Coast, Inc. (the "Borrowers") to Lender ("Obligations"), subject to the terms and conditions set forth in the Guaranty Agreement.

The Company has agreed to provide security for the payment and performance to Lender of obligations of the Guaranty Agreement by pledging certain patents, trademarks, patent applications/registrations and trademark applications/registrations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the timely payment and performance of the Guaranty Agreement, the Company hereby agrees with Lender as follows:

1. To secure the payment and performance of the Guaranty Agreement, the Company hereby pledges, assigns and grants to Lender a continuing security interest in and lien upon the following property of the Company (the "Collateral"):

- (a) all trademarks and trademark registrations listed on Schedule A attached hereto;
- (b) the goodwill of the Company connected with and symbolized by the Trademarks; and
- (c) all patents and patent registrations listed on Schedule A attached hereto.

2. The Company represents and warrants that:

- (a) Each of the Trademarks and Patents is subsisting and has not been adjudged invalid or unenforceable;
- (b) Upon filing of this Agreement in the United States Patent and Trademark Office, or in the case of foreign patents or trademarks, in the appropriate foreign Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral, enforceable against the Company and all third parties in accordance with its terms;
- (c) The Company has the unqualified right to enter into this Agreement and perform its terms;

- (d) To the best of the Company's knowledge, each of the subject Patent and Trademarks listed in Schedule A hereto are valid and enforceable; and
- (e) To the best of its knowledge, the Company is the sole and exclusive owner of the entire right, title and interest in and to each of the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons except for licenses to or by the Company made in the ordinary course of business, and except for the Security Interest granted herein.

3. The Company agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Company's duties under this Agreement. Licenses entered into with or by the Company in the ordinary course of business, subject to the Security Interest herein, shall not be deemed to violate this paragraph 3.

4. At such time as all of the Obligations have been satisfied finally and in full, Lender shall execute and deliver to the Company all releases and other instruments necessary to terminate Lender's security interest in the Collateral. Lender agrees to execute the form of the Release of Lien as attached as Schedule B.

5. No course of dealing between the Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Guaranty Agreement or any other documents evidencing, securing or relating to the Obligations shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Guaranty Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

7. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

8. This Agreement is subject to modification only by a writing signed by the parties.

9. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

10. This Agreement shall be effective upon acceptance by Lender in the State of Connecticut whereupon the same shall be governed by and construed in accordance with the laws of the State of Connecticut.

11. The Lender may perfect the security interest by recording this document in the United States Patent and Trademark Office, or in the case of foreign patents or trademarks, in the appropriate foreign Patent and Trademark Office. If Lender elects to perfect this security interest in countries outside of the United States, the Lender shall be responsible for expenses in recording this document and in releasing the security interest, except that, if the Company is in default of its obligations under the Guaranty Agreement or the Borrowers are in default of any of their Obligations, then the Company shall be responsible for expenses incurred in recording this document and in releasing the security interest.

WITNESS the execution hereof under seal as of the day and year first

above written.

LIS CORPORATION

FLEET NATIONAL BANK

By: *Richard P. Merrill*
Name: Richard P. Merrill
Title: Secretary

By: *Linda M. Smyth*
Name: Linda M. Smyth
Title: Vice President

STATE OF CONNECTICUT :
COUNTY OF HARTFORD : SS:

On this June 4, 1999, before me personally came Richard P. Merrill, Secretary of LIS CORPORATION, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as a free act and deed.

K. J. Seltzer
Notary Public

KATHRYN J. SELTZER
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2002

STATE OF CONNECTICUT :
COUNTY OF HARTFORD : SS:

On this June, 1999, before me personally came Linda M. Smyth, Vice President of Fleet National Bank, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as a free act and deed.

K. J. Seltzer
Notary Public

KATHRYN J. SELTZER
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2002

h:\Library\584\Agree\Security Interest

Matter Report

OPEN Matters; CLIENTS: Inclusive -- 00584; MATTERS: Inclusive -- P* T*;

CLIENT	MATTER	COUNTRY	BILL ATTY	CLASS	STATUS	NAME	FILING DATE	SERIAL NO	ISSUE DATE	REG NO	EXPIRE DATE
00584	P0012B	United States	GSW	PAT	Granted	Composite Mattress and Mattress Topper Having a Latex Core	1996/06/17	08/664,767	1997/12/30	5,701,623	2016/06/17
00584	P0012BCA	Canada	GSW	PAT	Pending	Composite Mattress and Mattress Topper Having a Latex Core	1996/08/15	2,183,391			
00584	P0012BKR	South Korea	GSW	PAT	Pending	Composite Mattress and Mattress Topper Having a Latex Core	1996/12/12	96-64573			
00584	P0012BMX	Mexico	GSW	PAT	Pending	Composite Mattress and Mattress Topper Having a Latex Core	1997/01/22	97-0595			
00584	P0013A	United States	GSW	PAT	Pending	Seamless Makeup Applicator	1998/05/12	09/078,061			
00584	P0013AWO	PCT	GSW	PAT	Pending	Seamless Makeup Applicator	1999/05/12	PCT/US99/10522			
00584	P0019A	United States	GSW	PAT	Granted	Cosmetic Applicator Using Thermoplastic Attachment	1998/05/12	09/076,529	1999/01/05	5,855,214	2018/05/12
00584	P0019AWO	PCT	GSW	PAT	Pending	Cosmetic Applicator Using Thermoplastic Attachment	1999/05/12	PCT/US99/105341			
00584	P0024A	United States	GSW	PRO	Pending	Foam Mattress Adjustable Support	1998/03/09	60/077,280			
00584	T0001A	United States	GSW	TMK	Registered	UNILATEX	1997/02/03	75/235,664	1998/10/13	2,196,508	2008/10/13
00584	T0001ACA	Canada	GSW	TMK	Pending	UNILATEX	1997/04/29	843,775			

Matter Report

OPEN Matters; CLIENTS: Inclusive -- 00584; MATTERS: Inclusive -- P* T*;

CLIENT	MATTER	COUNTRY	BILL ATTY	CLASS	STATUS	NAME	FILING DATE	SERIAL NO	ISSUE DATE	REG NO	EXPIRE DATE
00584	T0001AMX	Mexico	GSW	TMK	Pending	UNILATEX	1997/05/02	294,049			
00584	T0002A	United States	GSW	TMK	Suspended	LATEX INTERNATIONAL and Design	1997/03/11	75/255,635			
00584	T0002ACA	Canada	GSW	TMK	Pending	LATEX INTERNATIONAL and Design	1997/04/29	843,779			
00584	T0002AMX	Mexico	GSW	TMK	Registered	LATEX INTERNATIONAL and Design	1997/05/02	294,048	1997/08/04	557717	
00584	T0006A	United States	GSW	TMK	Registered	TALATECH	1994/05/04	74/519,925	1996/03/05	1,960,979	2006/03/05
00584	T0006AAU	Australia	GSW	TMK	Registered	TALATECH	1995/10/26	676,215	1995/10/26	676,215	2005/10/26
00584	T0006ABX	Benelux	GSW	TMK	Registered	TALATECH	1995/10/27	858,301	1995/10/27	584,591	2005/10/27
00584	T0006ACA	Canada	GSW	TMK	Registered	TALATECH	1995/10/18	795,127	1998/08/26	499,302	2013/08/26
00584	T0006ACN1	China	GSW	TMK	Registered	TALATECH	1995/11/06	950138931	1997/06/07	1022397	2007/06/06
00584	T0006ACN2	China	GSW	TMK	Published	TALATECH	1995/11/06	950138932	1997/05/21		2007/05/20
00584	T0006ADE	Germany	GSW	TMK	Registered	TALATECH	1995/10/10	39541185.8	1996/09/27	39541185.8	2005/10/31

TRADEMARK

St. Onge Steward Johnston Reens LLC

REEL: 001918 FRAME: 0943

Matter Report

OPEN Matters; CLIENTS: Inclusive -- 00584; MATTERS: Inclusive -- P* T*;

CLIENT	MATTER	COUNTRY	BILL ATTY	CLASS	STATUS	NAME	FILING DATE	SERIAL NO	ISSUE DATE	REG NO	EXPIRE DATE
00584	T0006AFR	France	GSW	TMK	Registered	TALATECH	1995/10/11	95/591,947		95/591,947	2005/10/11
00584	T0006AGB	Great Britain	GSW	TMK	Registered	TALATECH	1995/10/17	2,041,612	1995/10/17	2,041,612	2005/10/17
00584	T0006AHK1	Hong Kong	GSW	TMK	Registered	TALATECH	1995/12/04	15350/1995	1995/12/04	10925	2002/12/04
00584	T0006AHK2	Hong Kong	GSW	TMK	Registered	TALATECH	1995/12/04	15351/1995	1995/12/04	10926	2002/12/04
00584	T0006AIL1	Israel	GSW	TMK	Registered	TALATECH	1995/10/17	101,265	1997/04/15	101,265	2002/10/17
00584	T0006AIL2	Israel	GSW	TMK	Registered	TALATECH	1995/10/17	101,264	1997/04/15	101,264	2002/10/17
00584	T0006AJP1	Japan	GSW	TMK	Registered	TALATECH	1995/11/22	120701/1995	1998/05/15	4,144,506	2008/05/15
00584	T0006AJP2	Japan	GSW	TMK	Registered	TALATECH	1995/11/22	120702/1995	1998/05/29	4,149,634	2008/05/29
00584	T0006AKR	South Korea	GSW	TMK	Registered	TALATECH	1994/06/08		1996/04/24	337,007	2006/04/24
00584	T0006ANZ1	New Zealand	GSW	TMK	Registered	TALATECH	1995/10/26	255,158	1997/05/09	255,158	2002/10/26
00584	T0006ANZ2	New Zealand	GSW	TMK	Registered	TALATECH	1995/10/26	255,159	1997/05/09	255,159	2002/10/26

TRADEMARK

REEL: 001918 FRAME: 0944

Matter Report

OPEN Matters; CLIENTS: Inclusive -- 00584; MATTERS: Inclusive -- P* T*;

CLIENT MATTER	COUNTRY	BILL ATTY	CLASS	STATUS	NAME	FILING DATE	SERIAL NO	ISSUE DATE	REG NO	EXPIRE DATE
00584 T0006ASG1	Singapore	GSW	TMK	Pending	TALATECH	1996/11/22	12624/96			
00584 T0006ASG2	Singapore	GSW	TMK	Accepted	TALATECH	1996/11/22	12625/96			
00584 T0006ATW1	Taiwan	GSW	TMK	Published	TALATECH (Class 20)	1995/11/21	84057630			
00584 T0006ATW2	Taiwan	GSW	TMK	Published	TALATECH (Class 21)	1995/11/21	84057629			
00584 T0008A	United States	GSW	TMK	Registered	FINISHING TOUCH	1995/03/16	74/647,304	1996/08/13	1,994,219	2006/08/13
00584 T0017A	United States	GSW	TMK	Registered	PILLOW-TO-GO	1997/03/03	75/252,570	1998/11/03	2,201,028	2008/11/03
00584 T0017ACA	Canada	GSW	TMK	Pending	PILLOW-TO-GO	1997/09/03	855,176			
00584 T0029A	United States	GSW	TSM	Pending	REAL LATEX FOAM and Design	1998/11/16	75/588,988			
00584 T0029AEP	Europe	GSW	TMK	Pending	REAL LATEX FOAM and Design	1999/05/17				
00584 T0033A	United States	GSW	TMK	Pending	PREMIER BEDDING GROUP	1999/03/19	75/664,088			
00584 T0034A	United States	GSW	TMK	Pending	CARRINGTON CHASE	1999/03/19	75/664,082			

TRADEMARK

REEL: 001918 FRAME: 0945

Matter Report

OPEN Matters; CLIENTS: Inclusive -- 00584; MATTERS: Inclusive -- P* T*;

CLIENT	MATTER	COUNTRY	BILL	CLASS	STATUS	NAME	FILING	SERIAL NO	ISSUE	REG NO	EXPIRE
00584	T0035A	United States	ATTY	TMK	Pending	PERFORMAX	DATE	75/664,083	DATE		DATE
			GSW				1999/03/19				

RELEASE OF SECURITY INTEREST

BE IT KNOWN that the undersigned, as an officer of FLEET NATIONAL BANK having a mailing address at 777 Main Street, Hartford, CT 06115 (the "Lender") for its benefit as lender and party to a certain Security Interest Agreement dated _____ and recorded at the U.S. Patent and Trademark Office on _____ under Reel/Frame ____/____, (the "Security Agreement") and the presently record holder of a security interest granted by LIS CORPORATION (formerly Latex Foam Products, Inc.), a Connecticut corporation having its principal place of business at 20 West Main Street, Ansonia, CT 06401-0525 (the "Grantor") pursuant to the Security Agreement for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby fully, completely and without reservation of any kind, discharge, release and relinquish the Grantor, its successors and assigns, from the Security Interest held by the Lender insofar as it relates to all of Lender's right, title and interest in and to the patent and trademark registrations or applications listed on the attached Schedule "A" together with the goodwill associated with the trademarks.

If any term or provision of this Release is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Release shall remain legal, valid and enforceable in such jurisdictions and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

Should the Grantor so desire, Lender shall execute a UCC-2 or a UCC-3 Financing Statement Change and/or other such documents as may be appropriate to release the collateral described above.

IN WITNESS WHEREOF, the parties hereby executed this RELEASE OF SECURITY INTEREST as of this ____ day of _____, _____.

FLEET NATIONAL BANK

By: _____
Name: _____
Title: _____

STATE OF CONNECTICUT:
 :
COUNTY OF : **ss.**

On this ____ day of _____, _____, before me personally came _____, Vice President of Fleet National Bank, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as a free act and deed.

Notary Public